BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 2005 **Division:** Community Services

Bulk Item: YES X NO **Department:** Social Services-Transportation

AGENDA ITEM WORDING: Approval of an agreement between the Monroe County Community Transportation Coordinator, Guidance Clinic of the Middle Keys and Monroe County Board of County Commissioners for contract period of 11/1/2005-6/30/2006 to provide fee-for-service for Medicaid Non-Emergency Transportation as a Subcontracted Transportation Provider.

ITEM BACKGROUND: This agreement, funded by the State of Florida Commissioner for the Transportation Disadvantaged, will allow Monroe County Transportation to be paid for providing contracted transportation services to Monroe County's Medicaid population.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval of contract

TOTAL COST: $0 **BUDGETED:** Yes___ No ___

COST TO COUNTY: $0 **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes X No ___ **AMOUNT PER MTH** $5k-$7k (8 mos) **YEAR** $47,000

APPROVED BY: County Atty Yes OMB/Purchasing YES Risk Management YES

Prepared By: _____
Print Name: Jerry Eskew, Director, Transportation Program

DEPARTMENT DIRECTOR APPROVAL: _____
Print Name: LOUIS LATORRE

DIVISION DIRECTOR APPROVAL: Sheila Barker
Print Name: SHEILA BARKER

DOCUMENTATION: Included YES To Follow_____ Not Required _____

DISPOSITION: _____ **Agenda Item #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: CTC

Contract #

Effective Date: 11/1/2005

Expiration Date: 6/30/2006

Contract Purpose/Description:
This agreement, funded by the State of Florida Commission for the Transportation Disadvantaged, will allow Monroe County Transportation to be paid for services provided to Monroe County's Medicaid population segment.

Contract Manager: Jerry Eskew (Name) 4425 (Ext.) Transportation/Stop #1 (Department/Stop #)

for BOCC meeting on 12/21/2005 Agenda Deadline: 12/06/2005

CONTRACT COSTS

Total Dollar Value of Contract: $ 0 Current Year Portion: $ 0

Budgeted? Yes ☐ No ☐ Account Codes: N/A-____-____-____-____

Grant: $ 0 ____-____-____-____-____

County Match: $ 0 ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0 /yr (Not included in dollar value above) For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes ☐ No ☑	Sheila Barker	12-6-05
Risk Management	12-6-05	Yes ☐ No ☑	M. Lewis	12-6-05
O.M.B./Purchasing	12-6-05	Yes ☐ No ☐	[illegible]	12/6/05
County Attorney	12/5/05	Yes ☐ No ☑	[illegible]	12/5/05

Comments:

OMB Form Revised 2/27/01 MCP #2

STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT

BY THIS AGREEMENT, made and entered into this 1st day of November, 2005, by and between the Monroe County Community Transportation Coordinator, Guidance Clinic of the Middle Keys, hereinafter called "CTC" and Monroe County Board of County Commission hereinafter called "Provider".

1. SERVICES AND PERFORMANCE

A. In connection with the delivery of Medicaid Non-Emergency Transportation Services, the CTC does hereby retain the Subcontracted Transportation Provider to furnish certain services, information, and items as described in Exhibits A and B and Attachments, attached hereto and made a part hereof.

B. All plans, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall become the property of the CTC hereinafter upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the CTC at any time during the performance and upon completion or termination of this Agreement. Upon delivery to the CTC of said document(s), the CTC shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Subcontracted Transportation Provider shall not copyright any material and products or patent any invention developed under this Agreement. The CTC shall have the right to visit the site for inspection of the work and the products of the Provider at any time.

C. The Provider agrees to provide reports in a format acceptable to the CTC and at intervals established by the CTC. The CTC shall be entitled at all times to be advised, at its request, as to the status of work being done by the Subcontracted Transportation Provider and of the details thereof. Coordination shall be maintained by the Provider with representatives of the CTC, or of other agencies interested in the project on behalf of the CTC. Either party to the Agreement may request and be granted a conference.

D. In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator as agreed upon by both parties. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed case.

E. In the event the provider is not the community transportation coordinator, in accordance with Chapter 427, Florida Statutes, in the designated service area covered by this agreement, the provider must sign a coordination contract with the CTC in the designated service area.

2. TERM

A. INITIAL TERM. This Agreement shall begin on November 1, 2005 and shall remain in full force and effect through completion of all services required on June 30, 2006.

B. RENEWALS: This Agreement may be renewed for a period that may not exceed one (1) year or the term of the original Agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the CTC and subject to the availability of funds. Any renewal or extension shall be in writing and executed by both

parties, and shall be subject to the same terms and conditions set forth in this Agreement.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Subcontracted Transportation Provider impracticable or impossible within the time allowed or which prevent a new Agreement from being executed, the CTC, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the CTC may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Subcontracted Transportation Provider.

3. COMPENSATION AND PAYMENT

A. Payment shall not be made until funds from Agency for Health Care Administration have been received and deposited by the CTC. Payment shall be made only after receipt and approval of goods and services.

B. This Agreement involves units of deliverables and they must be received and accepted in writing by the CTC's Contract Manager prior to payments.

C. The CTC has five (5) working days to inspect and approve the deliverables, unless otherwise specified herein. The CTC has 20 days to deliver a request for payment (voucher) to the Commission. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

D. Invoices which have to be returned to a Provider because of Provider preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until payment for Agency for Health Care Administration has been received by the CTC and until a properly completed invoice is provided to the CTC.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the CTC at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the CTC upon request. Records of costs incurred shall include the Provider's general accounting records and the project records, together with supporting documents and records, of the Provider and all subcontractors performing work, as provided in Exhibit A, Scope of Work and all other records of the Provider and subcontractors considered necessary by the CTC for a proper audit of project costs.

F. The CTC, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY, PAYMENT FOR CLAIMS AND INSURANCE

A. INDEMNITY: To the extent allowed by Section 768.28, Florida Statutes, and without waiving any defense of sovereign immunity or increasing limits of liability as set out in that statute, the shall indemnify and hold harmless the Florida Commission for

Transportation Disadvantaged, hereinafter called "Commission", CTC, the Department of Transportation and the Agency for Health Care Administration, their officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent that such liabilities, damages, losses and costs are a result of the negligence, recklessness, or intentional wrongful misconduct of the Provider and persons employed by or utilized by the in the performance of this Agreement.

B. LIABILITY INSURANCE: The Provider shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance in accordance with Rule Chapter 41-2.006, Florida Administrative Code. If the Provider is a political subdivision of the State of Florida and is self-insured in accordance with the terms and provisions of Section 768.28, Florida Statutes regarding waiver of sovereign immunity in tort actions, the Provider shall provide to the CTC a Certificate of Self-Insurance upon execution of this Agreement.

C. WORKERS' COMPENSATION. The Provider shall carry and keep in force Workers' Compensation Insurance as required for the State of Florida under the Worker's Compensation Law during the term of this Agreement.

D. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Provider shall provide to the CTC certificates showing the required coverage to be in effect and showing the CTC as additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the CTC.

5. COMPLIANCE WITH LAWS

A. The Provider shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the CTC.

B. The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

D. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity.

E. The CTC shall consider the employment by any Provider of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

6. TERMINATION AND DEFAULT

A. Either party may cancel this agreement with thirty (30) calendar days written notice, without cause. The CTC reserves the right to terminate or cancel this Agreement with thirty (30) calendar days written notice in the event an assignment is made for the benefit of creditors.

B. If the CTC determines that the performance of the Provider is not satisfactory, the CTC shall have the option of (a) terminating the Agreement with at least thirty (30) calendar days written notice, or (b) notifying the Provider of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, as long as the time period is at least thirty (30) calendar days.

C. If the CTC requires termination of the Agreement for reasons other than unsatisfactory performance of the Provider, the CTC shall notify the Provider of such termination with at least thirty (30) calendar days written notice, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Provider shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the CTC shall be turned over promptly by the Provider.

7. ASSIGNMENT AND TRANSFER

A. The Provider shall maintain an adequate and competent staff so as to enable the Provider to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the CTC, other than those costs within the limits and terms of this Agreement. The Provider is fully responsible for satisfactory completion of all subcontracted work. The Provider, however, shall not assign or transfer any work under this Agreement without the prior written consent of the CTC.

8. AGREEMENT AMOUNT AND PAYMENT

A. For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the Provider shall be paid up to a maximum amount of $46,666. The Provider shall submit monthly trip data in a format acceptable to the CTC. The Provider will be paid, after the CTC has received payment from the Commission in the amount of $3.00 per mile with a 5 mile minimum, $2.00 per mile for preauthorized out-of-County trips and $3.00 flat rate per client per mulitload for Medicaid eligible trips.

B. The Provider must submit the final invoice for payment to the CTC no more than ninety (90) days after the Agreement ends or is terminated. If the Provider fails to do so, all

right to payment is forfeited and the CTC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the CTC.

C. The CTC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and nothing herein shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides the CTC, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation is null and void and no money may be paid on such contract.

9. MISCELLANEOUS

A. The Provider and its employees, agents, representatives, or subcontractors are not employees of the CTC or the State of Florida as a result of this Agreement. The CTC and the State shall not be bound by any unauthorized acts or conduct of the Provider or its employees, agents, representatives, or subcontractors. The Provider agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Provider hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law relative to venue, including, but not limited to those grounded on convenience.

G. Time is of the essence as to each and every obligation under this Agreement.

H. The following Exhibits and Attachments are incorporated and made a part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Method of Compensation
Attachment 1	Certification Regarding Health Insurance Portability and Accountability Act of 1996 (HIPPA) Compliance
Attachment 2	Drug-Free Workplace Certification

Attachment 3 Financial and Compliance Audit
Attachment 4 Glossary

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

	Maureen Grynewicz
Subcontracted Transportation Provider	Community Transportation (Medicaid) Coordinator (CTC)
	Maureen Grynewicz
Printed Name	Printed Name
Title Date	Transportation Director 11/30/05
	Title Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/05/05

AGREEMENT #:_____

EXHIBIT A

SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

1. GENERAL

The Provider shall comply with all the provisions of this Agreement and its amendments, if any, and shall act in good faith in the performance of the Agreement provisions.

The Provider agrees to comply with all applicable federal and state laws and regulations as specified in the Applicable Laws and Regulations Section.

The CTC must ensure that all transportation operators under agreement or contract abide by the provisions of this Agreement, and meet all state and local licensing and insurance requirements.

The Agreement may be subject to changes in federal and state law, rules or regulations.

The Provider agrees that failure to comply with the provisions of this Agreement may result in sanctions and/or termination of the Agreement in whole or in part.

The Provider must offer, maintain, and satisfactorily deliver the following services:

a. Eligibility. Determine beneficiary eligibility; assess beneficiary need for NET services; determine the most appropriate transportation method to meet the beneficiary's need, including any special transport requirements for beneficiaries who are medically fragile or who have physical or mental impairments; and provide education to beneficiaries on the use of NET services.

b. Reservations and Trip Assignments. Assure that scheduling and dispatching are consistent with the most appropriate mode of transport that meets the needs of the beneficiary.

c. Quality Assurance. The Provider must provide assurance to the CTC that their agency meets health and safety standards for vehicle maintenance, operation, and inspection; driver qualifications and training; beneficiary problem/complaint resolution; and the delivery of courteous, safe, and timely transportation services.

d. Encounter Data Collection. The Provider must maintain an extensive secure database capable of collecting and holding, for each transport, the data elements outlined in this Agreement.

e. Administrative Oversight/Reporting. Responsibility for the management of overall day-to-day operations necessary for the delivery of NET services within the designated areas and the maintenance of appropriate records and systems of accountability to report to the CTC and respond to the terms of the Agreement.

2. MINIMUM STANDARDS

At a minimum, the Provider must:

a. Validate that all clients are Medicaid eligible and going to a Medicaid eligible service. Transmit to the CTC encounter data for all trips made by Medicaid beneficiaries in accordance with CTC specifications in the Reports Section;

b. Adhere to the policy and procedure manual developed by the CTC to prohibit fraudulent activity by the Providers and Medicaid beneficiaries and fulfill the CTC's reporting requirements regarding such activity;

c. Adhere to the policy and procedure manual that provides policy clarity and guidance for the CTC, Provider, transportation operators, Medicaid beneficiaries, and the general public specific to the details contained in this Agreement;

d. Subject to the provisions of Section 768.28, F.S., indemnify the CTC against any causes of actions or claims of payment relating to this Agreement brought by a Provider, or Medicaid beneficiary;

e. Utilize a uniform contracting, billing and accounting system established by the CTC

3. ADMINISTRATION AND MANAGEMENT

The Provider shall be responsible for the administration and management of all aspects of this Agreement. Any delegation of activities does not relieve the Provider of this responsibility. This includes all employees, agents and anyone acting for or on behalf of the Provider.

4. DATA MANAGEMENT

The Provider must maintain a management information system (extensive database) for storage of transportation utilization, encounter, complaint/grievance, and financial data. The Provider must possess the capability to derive detailed reports from such systems and be capable of retrieving data as requested by the CTC as specified the Reports Section.

5. STAFF REQUIREMENTS

The Provider must be prepared to implement all aspects of the work outlined in this Agreement within the stated time frames. Staffing levels must be sufficient to complete all of the responsibilities presented in the Agreement.

6. BENEFICIARY ELIGIBILITY

6.1 Eligible Beneficiaries

The categories of eligible beneficiaries authorized to utilize transportation services as specified by this Agreement include:

a. Low Income Families and Children;

b. Foster Care Children;

c. Sixth Omnibus Budget Reconciliation Act (SOBRA) Children and Pregnant Women;

d. Supplemental Security Income (SSI) Related Medicaid Beneficiaries;

e. Institutional Care Program (ICP) Residents - Beneficiaries who are eligible for transportation services for placement in a facility while their eligibility determination is being processed (e.g., nursing home residents, etc.);

f. Title XXI MediKids - A Title XXI health insurance program that provides certain children, who are not Medicaid eligible, with Medicaid benefits;

g. Medically Needy - A Medically Needy beneficiary is an individual who would qualify for Medicaid but has income or resources that exceed normal Medicaid guidelines. On a month-by-month basis, the individual's medical expenses are subtracted from income; if the remainder falls below Medicaid's income limits, the individual may qualify for Medicaid through the end of the month;

h. Presumptively Eligible Pregnant Women - This program allows staff at County Health Departments, Regional Perinatal Intensive Care Centers, and other qualified medical facilities to make a presumptive determination of Medicaid eligibility for low-income pregnant women. This presumptive determination allows a woman to access prenatal care while Department of Children and Families eligibility staff make a regular determination of eligibility. Outpatient or office services related to the pregnancy are reimbursed by this program; transportation services are available to support these visits; and

6.2 Ineligible Beneficiaries

The following categories describe beneficiaries who are not eligible to receive state plan transportation services:

a. HMO beneficiaries - Beneficiaries who are members of a Medicaid HMO that provides transportation;

b. Beneficiaries who have their own means of transportation;

c. QI1 and QI2 beneficiaries are not eligible for any Medicaid service except for Medicaid payment of their Medicare premiums, deductibles and coinsurance;

d. HMO QMB and QMBR beneficiaries are not eligible for any Medicaid service except for Medicaid payment of their Medicare premiums, deductibles and coinsurance;

e. HMO SLMB beneficiaries are not eligible for any Medicaid service except for Medicaid payment of their Part B Medicare premium;

f. HMO Beneficiaries with legal alien status have access to emergency services only and are not eligible for non-emergency transportation services;

g. Vehicle ownership or access;

h. Qualified (Medicare) Individuals Level 1 (QI1) and Level 2 (QI2);

i. Qualified Medicare Beneficiaries (QMB) and Qualified Medicare Beneficiaries Renal Dialysis (QMBR);

j. Special Low Income Medicare Beneficiaries (SLMB); and

k. Legal Aliens

6.3 Beneficiary Enrollment and Education

Once the Department of Children and Families or the Social Security Administration has confirmed that an individual is eligible for Medicaid, the individual upon enrollment shall be issued a Medicaid identification number. The date on which the individual becomes eligible for Medicaid is the beginning date of eligibility for transportation services for individuals that meet the specifications outlined in Eligible Beneficiaries Section. The beneficiary may arrange transportation services with the Provider upon enrollment.

6.4 Education Plan

All correspondence developed by the Provider, intended for Medicaid beneficiaries only and sent via mass mail out, must be submitted to the CTC prior to mailing.

7. COVERED SERVICES

In accordance with federal regulations (42 CFR 431.53), NET services are defined as medically necessary transportation for any recipient and personal care attendant/escort, if required, who

have no other means of transportation available to any Medicaid compensable service for the purpose of receiving treatment, medical evaluation, or therapy.

Non-emergency transportation services must be provided to eligible Medicaid recipients for Medicaid compensable medical appointments by utilization of the modes of transportation specified in the sections below.

7.1 Multiload Vehicles

A multiload vehicle is a multiple passenger vehicle, typically used for NET services. It is appropriate only for ambulatory or non-ambulatory persons who can enter and exit a vehicle with minimal to no assistance. Assistance means that additional equipment and time are required. Multiload vehicles may include buses, vans, sedans and taxis.

7.2 Wheelchair Vehicle

A wheelchair vehicle is a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs and scooters, or with mobility impairments. Wheelchair vehicles may be used for the provision of ambulatory transportation services to maximize capacity.

Wheelchair services can only be used in non-emergency situations and are limited to use by:

a. Beneficiaries who can sit upright and have no acute medical problems that require them to remain in a lying position;

b. Beneficiaries who are continually confined to a wheelchair;

c. Beneficiaries with severe mobility handicaps that prevent them from using private, public or taxi transportation;

d. Beneficiaries who are semi-ambulatory or homebound, and can accomplish limited ambulatory movement with the assistance of a special ambulatory aid (like a walker or cane); or

e. Beneficiaries who use a mobility device.

In questionable cases, the need for transport by a wheelchair vehicle may require verification or documentation by a medical professional.

7.3 Escort Services

An escort is an individual whose presence is required to assist a beneficiary during transport and at the place of treatment. The escort leaves the vehicle at its destination and remains with the beneficiary. An escort must be of an age of legal majority recognized under Florida law. The Subcontracted Transportation Provider must allow, without charge to the escort or beneficiary, one (1) escort to accompany a beneficiary or group of beneficiaries who are blind, deaf, mentally disabled, or under twenty-one (21) years of age, when the beneficiaries are transported to receive Medicaid covered services.

7.4 Special Covered Services

The CTC must authorize and coordinate transportation for Medicaid beneficiaries when:

a. The Agency for Health Care Administration has begun a closure or decertification of a nursing facility and transportation is needed for the Medicaid beneficiary to be transported from one nursing facility to another or to an alternate living arrangement; or

b. The Medicaid beneficiary has a change in level of care that results in the facility not being certified or equipped to provide medically required or specialized services and transportation is needed from one nursing facility to another nursing facility.

7.5 Special Exclusions

The Provider is not responsible for the coverage of:

a. The cost of transporting a Medicaid beneficiary back to Florida when that beneficiary has traveled outside of Florida and requires hospitalization and/or subsequent nursing facility care, unless a Medicaid beneficiary has traveled for the purpose of receiving a Medicaid compensable service;

b. Transportation for therapeutic home visits to or from a hospital, hospice, nursing home, ICF/DD, state or other private or public institution;

c. Transportation of a beneficiary from one hospital to another, one nursing facility to another, or from a hospital to a nursing facility, solely based on the preference of the beneficiary or a member of the beneficiary's family;

d. Transportation of deceased Medicaid beneficiaries;

e. Transportation of family members to visit a hospitalized or institutionalized Medicaid beneficiary;

f. Transportation of a Medicaid beneficiary to receive medical training;

g. Transportation of Medicaid beneficiaries to a pharmacy for the purpose of having a prescription filled;

h. Transportation of a Medicaid beneficiary to a medical facility or physician's office for the sole purpose of obtaining a medical recommendation or to pick up medical records;

i. Transportation of a Medicaid beneficiary for socialization and/or therapeutic field visits to locations other than the facility where such services are received;

j. Transportation services that are available to the general public free of charge;

k. Transportation that is already covered by a per diem rate and included in a corresponding cost report. Transportation services are included in an ICF/DD's per diem;

l. Salaries, fees, or other compensation for professional health care attendants; or

m. Transportation of a Medicaid beneficiary to a service covered by a Home and Community-Based Service (HCBS) waiver and transportation is provided and can be billed to the waiver or is included in the reimbursement for the waiver service.

8. Geographical Considerations

The Provider is responsible for the provision of transportation services to eligible Medicaid beneficiaries to or from a stated point of origin or to or from specific Medicaid compensable services at the request of the beneficiary or person acting on behalf of the beneficiary.

8.1 Residence and Closest Medical Facility

The Provider is not responsible for providing transportation when the health care provider is located outside a beneficiary's community/vicinity if other similar and appropriate health care providers that offer the same or similar services appropriate for the beneficiary's needs and who will accept the beneficiary as a patient are located closer to the beneficiary's residence.

9. Subcontracted Transportation Provider Minimum Performance Standards

The following sections describe the minimum standards required of the Provider.

9.1 Beneficiary Access

The Subcontracted Transportation Provider shall:

a. Respond to transportation inquiries and requests made by beneficiaries residing in the service area as provided for in this section;

b. Maintain a business location in the service area or assign a representative whose responsibility is the service area;

c. Provide notification to beneficiaries and make oral interpretation services available to beneficiaries, free of charge, in areas where twenty (20) percent or more of the population is non-English speaking;

d. Develop written procedures for dealing with beneficiary complaints internally; see Beneficiary Appeals Notice Section and Local Coordinating Boards policy.

e. Train customer service representatives within own agency

f. Establish and maintain an electronic mail (e-mail) identity;

g. Provide eligible transportation when trip requests are submitted no less than twenty-four (24) hours in advance.

h. Provide adequate staff and telephone lines to allow ninety (90%) percent of all incoming calls, including TTY calls, to be answered within an average of three (3) minutes. A phone answering machine or electronic voice mail may be used when offered as an option to the beneficiary; however, beneficiaries shall be given the option of staying in queue or reaching a staff person.

i. Ensure the average queue time for a hearing-impaired system such as Florida Tele-Relay Services or TTY calls shall not exceed three (3) minutes.

j. Train staff to operate a hearing-impaired system such as Florida Tele-Relay Services or TTY equipment to ensure service levels similar to non-hearing impaired beneficiaries are met.

9.2 Eligibility Screening

The Provider shall:

a. Review and document beneficiary eligibility to receive transportation services provided by the contract.

b. Review that the individual is currently eligible for services by relying upon the eligibility information supplied by one of the following:

1. Documentation from a Medicaid Eligibility Verification System (MEVS) Vendor;

2. Documentation by FAXBACK with the Medicaid fiscal agent, or

3. Documentation by other CTC approved sources.

c. Regularly verify that the beneficiary is eligible for transportation services. Screening shall ensure:

1. Verification from the requesting beneficiary that they have no other available means of transportation to medical services;

2. That the requested transportation is not covered by other programs or funding;

3. That the requested transportation is to the nearest Medicaid provider of covered services unless otherwise exempt by Medicaid rules or policy (see Applicable Laws and Regulations Section);

4. That authorization for requested transportation shall only be granted for eligible Medicaid services required by the beneficiary,

5. That requested transportation is necessary to the destination and to return from services as authorized under the Agreement.

9.3 Transportation Standards

The Provider shall:

a. Provide transportation services available to beneficiaries who reside in the service area specified by the Agreement in as cost efficient way as possible (i.e. multi-loading);

b. Comply with standards in accordance with Chapter 427, Florida Statutes and Rules 41-2 and 14-90, Florida Administrative Code.

9.4 Appropriate Level of Transportation

The Provider shall refer emergency calls to 911, or an ambulance, as necessary.

a. The Provider shall use the most cost effective (lowest cost appropriate) available transportation, based on the medical condition of the beneficiary.

b. Providers shall use public transit where available. Utilization shall be in compliance with ADA requirements. A beneficiary may be asked to fill out an ADA certification form to verify the beneficiary's mobility limitations or may be required to undergo an assessment process. The Provider may also require documentation by the beneficiary's physician.

9.5 Service Area

a. The Provider may provide service to residents of other service areas in response to requests of the CTC responsible for those service areas, if an agreed upon rate is determined by both parties.

b. Other service areas include:

1. Medical facilities or services available in other communities or contiguous areas not available in the beneficiary's service area but routinely used by residents of the service area who need medical care not provided within their service area; and

2. Medical facilities or services outside the service area that are closer to the beneficiary's residence than the same type of services within their service area.

9.6 Activity Documentation

The Provider must retain, and make available for audit purposes, the following records for five (5) years after termination of the Agreement or for the duration any audit that extends past five (5) years.

The Provider shall:

a. Maintain beneficiary eligibility data. Eligibility data shall be provided to the Provider and by MEVS or FAXBACK or other similar provider. The Provider shall use this data to confirm eligibility of persons requesting or receiving transportation services.

b. Protect the confidentiality of the beneficiary's records.

c. Keep vehicle logs on file for every transport for five (5) years after the Agreement ends, in accordance with state law.

d. Maintain encounter data for each one-way trip provided as specified below:

1. Date the service was provided in month, day, year format: MM/DD/YYYY;

2. Beneficiary's last name, first name, and middle initial exactly as it appears on the gold, plastic Medicaid ID Card or other proof of eligibility;

3. Beneficiary's 10-digit Medicaid ID Number. Do not provide the number on the Medicaid ID card. This is a card control number, not the beneficiary's Medicaid ID number;

4. Total miles of trip provided;

5. Total cost of trip provided;

6. Pickup address including the street name and number, apartment number, and city;

7. Time that the beneficiary was picked up. Use military (24-hour clock) time. For example: 3:35 p.m. = 1535;

8. Complete address of the provider destination including the street name and number, apartment number, and city;

9. Identify trips that were not provided due to beneficiary no-shows;

10. Medical necessity of the trip;

11. Origin of transport code: physician's office (P), clinic (C), laboratory (L), hospital (H), nursing home (N), dialysis (D), or other diagnostic or therapeutic (O), or residence (R);

12. Destination of transport code: physician's office (P), clinic (C), laboratory (L), hospital (H), nursing home (N), dialysis (D), or other diagnostic or therapeutic (O), or residence (R);

13. Mode of transportation used: multiload vehicle (MV), public transportation (PT), private volunteer transport (VT), wheelchair (WC), Stretcher (ST), over-the-road bus (OB), or commercial air carrier (CA); and

e. Enter encounter data requirements for each bus ticket or pass issued, in a format provided by the CTC.

9.7 Service Standards

a. All Providers must comply with standards in accordance with Chapter 427, Florida Statutes and Rules 41-2 and 14-90, Florida Administrative Code. These standards include, but are not limited to, Drug and Alcohol Testing, Safety Standards, Driver Accountability and, Driver Conduct.

b. All Providers must maintain vehicles and equipment in accordance with manufacturer's state and federal safety and mechanical operating and maintenance standards for any and all vehicles and models used for transportation of Medicaid beneficiaries under this Agreement.

c. The Provider shall comply with all applicable state and federal laws as provided in Section 30.29, Applicable Laws and Regulations, including, but not limited to, the Americans with Disabilities Act (ADA) and the Federal Transit Administration (FTA) regulations.

d. Any vehicle that does not meet or exceed the Florida Department of Highway Safety and Motor Vehicles (DHSMV) licensing requirements, safety standards, ADA regulations, or Agreement requirements shall be removed from service immediately and shall be re-inspected before it is eligible to be used to provide transportation services for Medicaid beneficiaries under the Agreement.

e. Vehicles may not carry more passengers than the vehicle was designed to carry.

f. All lift-equipped vehicles must comply with ADA regulations.

9.8 Vehicle Inspections

a. Annual

All vehicles shall be inspected daily before they are used to provide transportation services. Inspections shall be done annually to ensure that all regulatory and licensing requirements are met. Vehicles not passing these inspections shall be immediately removed from service for Medicaid beneficiaries. Each vehicle shall be reinspected before it is eligible to return to service for Medicaid beneficiaries under the Agreement. Documentation of inspections done by other agencies will suffice as long as the CTC has access to it, and the program standards are met or exceeded.

b. All Commercial Vehicles Shall Meet or Exceed the Following Requirements:

1. The Provider shall ensure that commercial transportation operators use a two-way communication system linking all vehicles used in delivering the

services under this Agreement with the transportation operator's major place of business (dispatcher);

2. The two-way communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. Pagers are not an acceptable substitute. A vehicle with an inoperative two-way communication system shall be placed out-of-service until the system is repaired or replaced;

3. All vehicles shall be equipped with climate control systems adequate for the heating and cooling needs of both driver and passengers. Any vehicle with a non-functioning climate control system shall be placed out-of-service until repaired;

4. Vehicles shall have functioning, clean, and accessible seat belts, where applicable, for each passenger seat position and shall be stored off the floor when not in use;

5. All vehicles shall have an accurate speedometer and odometer;

6. All vehicles shall have functioning interior light(s) within the passenger compartment;

7. All vehicles shall have adequate sidewall padding and ceiling covering;

8. All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle;

9. All vehicles shall have one interior mirror for monitoring the passenger compartment;

10. The vehicles' interior and exterior shall be clean and have exteriors free of broken mirrors or windows, excessive grime, rust, chipped paint or major dents that detract from the overall appearance of the vehicle; and

11. The vehicle shall have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and shall also be free of dirt, oil, grease or litter.

9.9 Subcontract Requirements

Subcontracts shall include verification that each transportation provider maintains sufficient liability insurance to meet the requirements of Florida State law. See Section I.G of the Terms and Conditions of the CTC Standard Agreement for specifics on insurance coverage.

The Provider shall have an incident investigation procedure in writing, and shall follow that procedure to respond to and review all incidents. The CTC must be notified by the Subcontracted Transportation Provider within twenty four (24) hours or by the beginning of the next business day of an accident during the transportation of Medicaid beneficiaries. This is for all accidents involving personal injury and/or property damage where the damage exceeds one thousand dollars ($1,000.00). A written report of the accident shall be submitted to the CTC within five (5) business days of the occurrence.

9.10 Personnel

Providers are independent contractors and are not employees or agents of Florida Medicaid, the Commission or the CTC. An independent contractor performs services for Medicaid under contract of a skilled nature or unique kind and works with minimal or no supervision from Medicaid staff. The Provider must:

a. Be responsible for the work performed by their employees and transportation providers as described in this Agreement and other referenced documents;

b. Be solely responsible for payment to all employees' for wages, benefits, and all consideration or reimbursement to transportation operators;

c. Comply with the requirements of employer liability, worker's compensation, unemployment insurance, social security, and any other state and local taxes applicable to Provider; and

d. Have personnel policies that conform to all local, state and federal laws. The CTC retains the right to review the Provider's personnel policies.

9.11 Additional Provider Requirements

The following sections describe performance standards with which the Provider must comply.

a. The Provider is responsible for transportation services within their three (3) catchmen areas

b. In all cases, the Provider must ensure the use of the most appropriate service available to meet the beneficiary's transportation needs.

c. The CTC must terminate a subcontract with a transportation provider when substandard performance is identified and when the transportation provider has failed to take satisfactory corrective action within a reasonable time

d. The Provider's selection policies and procedures, consistent with 42 CFR 438.12, must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.

9.12 Gatekeeper Policy

a. The Provider shall comply with the following gatekeeper responsibilities:

1. Accept requests for transportation directly from beneficiaries, adult family members on behalf of minor beneficiaries, guardians responsible for beneficiaries, and licensed health care professionals on behalf of beneficiaries.

2. Assure that the beneficiary is a resident of a county in Florida and is currently Medicaid eligible.

3. Determine if there is a reason why the beneficiary's own transportation cannot be utilized (such as the vehicle is broken, out of gas, etc.) and, if it cannot be utilized, may assist in transportation.

4. Attempt to determine whether any person who does not reside in the beneficiary's household can reasonably provide transportation. "Reasonably" is defined to mean both willing and able. The Provider shall not demand the use of transportation resources available through any party residing outside the beneficiary's household.

5. Require the use of public transportation, where available and appropriate, for beneficiaries who are able to understand common signs and directions. For additional information on requirements for public transportation see Service Standards Section.

6. Determine if the beneficiary is ambulatory, requires a mobility device, or requires a stretcher for transport.

7. Allow for extenuating circumstances in applying the twenty-four (24) hours or less advance application requirement for transportation. Such extenuating circumstances shall include, but not be limited to, such situations as the requirement for post-operative or follow-up appointments in less than twenty-four (24) hours; urgent care requirements as claimed by the beneficiary, adult family members on behalf of a minor, elderly or disabled beneficiaries, guardians responsible for beneficiaries, and licensed health care professionals on behalf of beneficiaries who are residents of a nursing facility or other residential care facility, or who are otherwise unable to communicate for themselves; hospital and emergency room discharges; and transportation to appointments made to replace missed appointments that were not caused by the beneficiary's negligence.

8. Provide transportation only to a Medicaid compensable service.

9. Require that a beneficiary and associated escort be picked up from, and returned to, a common address.

b. The Provider shall not arbitrarily deny services.

10. Fraud Prevention Policies and Procedures

The Provider shall utilize the written policies and procedures developed by the CTC for fraud prevention that contain the following:

a. A comprehensive employee-training program to investigate potential fraud;

b. A review of Providers that Demonstrate a pattern or practice of encounter or service reports that did not occur;

c. A review of Providers that demonstrate a pattern or practice of overstated reports or up-coded levels of service;

d. A Providers that altered, falsified, or destroyed records prior to the five-year records retention benchmark.

e. A review of Providers that make false statements about credentials;

f. A review of Providers that misrepresent medical information to justify referrals;

g. A review of Providers that fail to provide transportation for covered Medicaid beneficiaries to medically necessary services; and

h. A review of Providers that charge Medicaid beneficiaries for covered services.

Any determination by the CTC that any aspect of NET service delivery, by any provider, that might have short- or long-term detrimental consequences to the health of a Medicaid beneficiary shall be reported in writing to the CTC immediately upon detecting a problem or potential problem. The Provider must also immediately report all instances of suspected provider/beneficiary fraud to the CTC immediately upon identification.

Upon detection of a potentially or suspected fraudulent action by a provider, the Provider shall file a report with the CTC. At a minimum, the report shall contain the name of the provider, the provider contact information, the provider tax identification number, and a description of the suspected fraudulent act. This report must be sent in narrative fashion to the CTC.

B. MANNER OF SERVICE(S) PROVISION:

1. Services to be provided by the CTC:

The CTC shall provide to the Provider the following services:

a. policy and Agreement clarification as requested by the Provider.

b. non-emergency transportation (NET) policy training pertinent to the performance of the Agreement.

c. technical assistance, as needed, on transportation related inquiries.

d. a policy and procedures manual, an education and outreach plan, and a monitoring plan

e. instructions and ongoing training on specific programs and covered services.

f. monitor the Provider's compliance with the terms and conditions of the Agreement.

2. Services to be provided by the Subcontracted Transportation Provider

2.1 Monitoring Plan

The Provider will be monitored on an annual basis unless otherwise specified by the CTC. The monitoring plan must be based on Provider Minimum Standards Section, and must contain, at a minimum, the following monitoring elements:

a. Beneficiary Access

1. Provider name;

2. Provider's unique identification (ID) number;

3. Provider service area (counties);

4. Where available average daily phone calls abandoned, listed by:

- Incoming,
- From queue, and
- Average time in queue.

5. Percentage of calls answered within three (3) minutes;

6. Average call length;

7. Average daily phone calls received.

8. Eligibility Screening

- Total applicants reviewed for transportation eligibility;
- Total applicants denied for transportation eligibility, by reason code; and
- Other data designated by the CTC.

9. Transportation Services

- The number of trips provided by mode;
- The average distance in miles per trip;
- The average cost per trip using the average distance in miles per trip;

- The number of unduplicated Medicaid beneficiaries using transportation;
- Number of complaints and percentage of complaints compared to the total number of trips; and
- The number of vehicle inspections completed with results.

10. Other Monitoring as Specified by the CTC

2.2 Reports

a. Encounter Data. The Provider will prepare reports on encounter data as well as complaints filed and corrective action taken. The Provider may be required to provide immediate response to ad hoc data requests of CTC staff.

b. Project Reports. The Provider shall utilize project reports established by the CTC. The Provider shall utilize reporting formats that will be developed by the CTC. When reporting requirements are not established in the Agreement, the CTC shall provide the Provider with instructions and submission timetables. The CTC reserves the right to modify reporting formats and submission timetables as a result of changing priorities or management direction.

c. Annual Reports. The Provider must submit to the CTC, by August 15th of each year, an annual operating report that summarizes all services provided for during the Agreement period. The annual operating report will be provided to the CTC via the electronic reporting mechanism available through the Commission's web page.

d. Ad Hoc Reporting. The Provider must provide reports to the CTC in response to requests for data on a periodic basis. Data should be provided to the CTC within one (1) business day, or longer, if agreed to by both the CTC and the Agency for Health Care Administration.

e. Other Reports. The Provider may be required to provide additional information in the annual, and monthly reports when specified by the CTC.

2.3 Automation Requirements

The Provider must have the capacity (hardware, software and personnel) sufficient to generate all data and reports needed for this project. The Provider shall also have the necessary information technology needed to implement the reports and project described in this Agreement.

2.4 Systems Compliance

The following standards and criteria define systems compliance:

a. Software and applications will not abnormally end or provide invalid or incorrect results as a result of date data, especially between centuries.

b. In all new applications and where possible in legacy applications, date elements in interfaces and data storage should specify century to eliminate date ambiguity. The standard format for data storage and calculations should follow the international standard date notation, which includes a four-digit year. Applications that use or require month and date representation should conform to the following format: YYYYMMDD where YYYY = full representation of the year, MM = month (between 01 and 12) and DD = day of the month (between 01 and

31). User interfaces (i.e., screens, reports, etc.) should accurately show four digit years. Where this is impossible (i.e., date elements represented without century), the correct century must be unambiguous for all manipulations and/or calculations involving that element.

2.5 Determination of Service Process

a. The Provider shall structure the determination of need for service process to meet the following basic requirements:

1. The beneficiary's eligibility has been verified;
2. The beneficiary has declared that he or she is a current resident of the provider's service area;
3. The beneficiary's Medicaid ID number and address have been recorded for reporting purposes;
4. The beneficiary has declared that he or she needs non-emergency transportation;
5. The beneficiary has been determined to have a valid service need;
6. The beneficiary intake information has been obtained;
7. The trip is determined to be within the service locality, or that the needed medical service is not available in the locality; and
8. The transportation mode is the most cost-effective possible.

b. The Provider shall advise the beneficiary that:

1. The beneficiary, under penalty of law, shall provide accurate and complete information to determine need for NET services;
2. When requested, the beneficiary must provide, as a condition for receiving service and being determined eligible for the service, information related to the need for services;
3. It is the beneficiary's responsibility to call and cancel an appointment at least twenty-four (24) hours in advance; and
4. Only transportation to or from a health care service provider for a Medicaid covered service is allowable.

c. Beneficiary Intake Information

The Provider must collect intake information at initial time of contact for a request made by the beneficiary. The following information will be collected by all Providers for each beneficiary. The Provider shall regularly verify information is accurate. The Provider shall develop mandatory beneficiary intake information for NET services, that provides the following information:

1. Determination of Eligibility:

- Name and address;
- Beneficiary's date of birth in month, day, year format (MM/DD/YYYY);
- County of origin;
- Medicaid number; and
- Telephone number, if available.

2. Availability of Suitable Mode or Transportation to Other Community Locations:

- Availability of friend or relative with vehicle; and
- Ownership of a vehicle or previous transportation arrangements.

3. Availability of Federally Funded or Public Transportation:

- Distance from public transportation route;
- Any limitations that would prevent the use of public transportation;
- Alternative funding to pay for transportation; and
- Previous use.

4. Special Needs:

- Mode of transportation needed;
- Services needed; and
- Need for an escort or attendants.

5. Results of Interview:

- Transportation approved or denied;
- Mode of transportation if approved;
- Date or dates of service; and
- Reason eligibility was denied.

d. Validity of Information

Except for the information contained on the Medicaid eligibility certification, the Provider shall accept the information provided verbally by the beneficiary, or person speaking on behalf of the beneficiary, as valid when determining or predetermining the need for NET services unless the Provider has cause to doubt the validity of information provided.

2.6 Application for Services

The Provider shall be responsible to provide same-day transportation services when the beneficiary has no other available means of transportation and requests services for urgent care. Valid requests for urgent care transport shall be acknowledged for scheduling within three (3) hours of the time the request is made. Urgent care, for the purpose of this Agreement, is defined as an unscheduled episodic situation, in which there is no immediate threat to life or limb, but the beneficiary must be seen on the day of the request and treatment cannot be delayed until the next day. A hospital discharge shall be considered as urgent care. The Provider may verify with the direct provider of service that the need for urgent care exists.

The Provider must obtain from the beneficiary, or an individual acting on behalf of the beneficiary, sufficient information to allow a decision regarding the beneficiary's need for NET services. This determination must take into consideration the beneficiary's ability to provide for his or her transportation outside of the NET program, pursuant to the gatekeeper policy established by the CTC as well as the beneficiary's needed level of transportation in the Appropriate Level of Transportation Section.

2.7 Levels of Transportation

When determining the most appropriate mode of transportation for a beneficiary, a basic consideration must be the beneficiary's current level of mobility and functional

independence. Modes other than public transportation must be used when the beneficiary:

- Is able to travel independently but, due to a permanent or temporary debilitating physical or mental condition, cannot use the mass transit system; or
- Is traveling to and from a location that is inaccessible by mass transit (accessibility is not within 3/4 mile of scheduled route).

2.8 Denial of Service Process

The Subcontracted Transportation Provider may deny a trip or immediately discontinue a trip for any beneficiary who:

a. Refuses to cooperate in determining the status of Medicaid eligibility;

b. Refuses to provide the documentation requested to determine need for NET services;

c. Is found to be ineligible for NET services on the basis that the information provided cannot be otherwise confirmed;

d. Exhibits uncooperative behavior or misuses/abuses NET services (the Provider must retain documentation of the incident);

e. Is not ready to board NET transport five (5) minutes after the vehicle has arrived; or

f. Fails to request a reservation twenty-four (24) hours or more in advance of appointment without good cause. For purposes of this section, "good cause" is created by factors such as, but not limited to, any of the following:

1. Urgent care;
2. Post-surgical and/or medical follow-up care specified by a health care provider to occur in fewer than three workdays;
3. Imminent availability of an appointment with a specialist when the next available appointment would require a delay of two weeks or more; or
4. The result of administrative or technical delay caused by the Provider and required that an appointment be rescheduled.

2.9 Beneficiary Appeals Notice

When the Provider denies eligibility of transportation services to a beneficiary, the beneficiary must be informed of his/her right to appeal by sending, by mail, an initial decision letter outlining the reason the Provider is denying transportation services. This letter shall be mailed to the beneficiary no later than seven (7) calendar days following such decision to deny.

The Provider must utilize a formal beneficiary appeals process whereby a beneficiary may bring his/her complaint for resolution prior to the beneficiary beginning the formal Medicaid grievance procedures.

Beneficiary transportation cannot be limited or suspended during the review period while the appeal is being reviewed. Beneficiaries must be allowed to schedule and receive transportation services throughout the appeal process.

2.10 Complaint Resolution

The Provider must maintain a toll-free access for receiving beneficiary complaints. The Subcontracted Transportation Provider shall ensure that the beneficiary has followed the established complaint procedures.

2.11 Fair Hearing Requirements

The Medicaid fair hearing policy and process is detailed in Rule 65-2.042, F.A.C. The Provider's grievance system policy and appeal and grievance processes shall state that the beneficiary has the right to request a Medicaid fair hearing in addition to pursuing the Subcontracted Transportation Provider's grievance process. A provider acting on behalf of the beneficiary and with the beneficiary's written consent may request a Medicaid fair hearing. Parties to the Medicaid fair hearing include the Subcontracted Transportation Provider, as well as the beneficiary and his or her representative or the representative of a deceased beneficiary's estate.

a. Request Requirements

The beneficiary or provider may request a Medicaid fair hearing within 90 calendar days of the date of the notice of action.

The beneficiary or provider may request a Medicaid fair hearing by contacting Department of Children and Families at the Office of Public Assistance Appeals Hearings, 1317 Winewood Boulevard, Building 1, Room 309, and Tallahassee, Florida 32399-0700.

2.12 Beneficiary Co-payment

The Provider, at its discretion, may require a co-payment of beneficiaries that is not greater than $1.00 per each one-way trip or $2.00 per each round trip whichever is less. Any change in beneficiary co-payment amounts must receive CTC approval prior to implementation of such increase or decrease.

The following categories of beneficiaries are not required to pay a co-payment:

- Children under 21 years of age;
- Pregnant women when the services relate to the pregnancy or to any other medical condition that may complicate the pregnancy or conditions or complications of the pregnancy extending through the end of the month in which the 60-days period following termination of pregnancy ends;
- Institutional care program (ICP) beneficiaries who are required to spend all of their income for medical care costs (expect for a minimal amount that is required for personal needs) as a condition of receiving services in an institution and who are inpatients in long-term care facilities, hospitals, or other medical institutions;
- Beneficiaries who require emergency services after the sudden onset of a medical condition which if left untreated would place the beneficiary's health in serious jeopardy;
- Beneficiaries when the services or supplies relate to family planning;
- Beneficiaries who are receiving hospice services.

A provider cannot deny service to a recipient based solely on the recipient's inability to pay a Medicaid co-payment. If the recipient is unable to pay at the time services are rendered, the provider may bill the recipient for the unpaid charge.

2.13 Provider Limitations

The Provider is prohibited from:

a. Using fee-for-service ambulance transport in lieu of cost-effective and appropriate non-emergency transportation;

b. Limiting Medicaid beneficiaries to a specific number of medical trips for any specific time period if such limitation would effectively prevent the beneficiary from receiving necessary medical care; and

c. Limiting Medicaid beneficiaries to specific providers within a geographical range, establish trip zones, or use similar limitations for the purpose of restricting the distance required to receive medical services if such limitation would effectively prevent the beneficiary from receiving necessary medical care.

3. Term of Agreement

The CTC may provide an increase each year, beginning July 1, 2005, based on an increase in Medicaid eligibles. Such increases shall begin on July 1 for all subsequent years. The CTC reserves the right to determine whether an increase will be granted for each year and the level of increase to be provided.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. Renewal of the Agreement shall be in writing and subject to the same terms and conditions set forth in the initial Agreement prior to Agreement termination. A renewal Agreement may not include any compensation for costs associated with the renewal.

4. Billing and Payment

Non-emergency transportation services are mandatory Medicaid services that may not be restricted due to inadequate funding. Through this Agreement, the Provider accepts responsibility to provide or coordinate delivery of all non-emergency transportation services within the existing funds of this Agreement.

The Provider shall be paid upon satisfactory submission of receivables as designated in the Agreement.

C. SPECIAL PROVISION(S):

1. Termination Procedures

The Provider agrees to the termination procedures in Section 6 of the CTC's standard Agreement.

The party initiating the termination shall render written notice of termination to the other party by certified mail, return receipt requested, or in person with proof of delivery, or by facsimile letter followed by certified mail, return receipt requested. The notice of termination shall specify the nature of termination, the extent to which performance of work under the Agreement is terminated, and the date on which such termination shall

become effective. In accordance with 1932(e)(4), Social Security Act, the CTC shall provide the Provider with an opportunity for a hearing prior to termination for cause.

After receipt by the CTC of final notice of termination, on the date and to the extent specified in the notice of termination, the Provider shall:

a. Stop work under the Agreement, but not before the termination date.

b. Not accept any payment after the contract ends unless the payment is for the time period covered under the Agreement.

2. Sanction Process

a. Performance Improvement Plan

If the CTC determines that the Provider is out of compliance with the provisions of the Agreement, the CTC may issue to the Provider, via certified mail, a request for a performance improvement plan (PIP). The CTC shall provide the Provider with a time certain that the corrections are to be made. The Provider must respond to the request within fifteen (15) calendar days by providing a PIP to the CTC. The CTC must approve the plan and submit the signed approval to the Provider prior to implementation of the PIP. The CTC may suggest changes or request a rewrite of the PIP and provide a specific deadline for the rewrite. If the Provider does not meet the standards established in the PIP by the time certain, the Provider will be in violation of the provisions of the Agreement and is subject to sanctions.

b. Sanctions

- Withholding Payments Withholding of monthly payments or a portion thereof to the Provider by the CTC;

- Fines Imposition of a fine determined by the CTC for violation of the Agreement with the CTC. Fines shall not exceed an amount that is more than five (5%) percent of the total monthly payment to the Provider; and

- Mediation In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator as agreed upon by both parties. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed case.

- Termination. Pursuant to section 6 of the Agreement.

Unless the duration of a sanction is specified, a sanction shall remain in effect until the CTC is satisfied that the basis for imposing the sanction has been corrected.

3. Travel Expenses

The Provider shall not bill the CTC for any travel expenses.

4. Assignment

The Provider shall not assign the Agreement, in whole or in part, without the express written approval of the CTC.

5. Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Agreement may be waived except by the written agreement of the parties, and a forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply.

6. Severability of Provisions

If any provision of the Agreement is declared or found to be illegal, unenforceable, or void, then both the Provider and the CTC shall be relieved of all obligations arising under such provision. If the remainder of the Agreement is capable of performance, it shall not be affected by such declaration or finding and shall be fully enforceable. However, the CTC shall reduce the amount of the Agreement accordingly.

7. Inspection of Records and Work Performed

The CTC at all reasonable times, have the right to enter the Provider's premises, or other places where duties under the Agreement are performed. All inspections and evaluations shall be performed in such a manner as shall not unduly delay work. Refusal by the Provider to allow access to all records, documents, papers, letters, other materials or on-site activities related to performance shall constitute a breach of the Agreement. The right of the CTC to perform inspections shall continue for as long as a Provider is required to maintain records. The Provider will be responsible for all storage fees associated with records maintained under the Agreement. The CTC shall give the Provider advance notice of cancellation pursuant to this provision and shall pay the Provider only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the Agreement. Performance by the CTC of any of its obligations under this Agreement shall be subject to the Subcontracted Provider's compliance with this provision.

8. Confidentiality of Beneficiary Information

All personally identifiable beneficiary information obtained by the Provider shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the Agreement. The Provider must have a process that specifies that beneficiary-specific information remains confidential, is used solely for the purposes of data analysis and other Provider responsibilities under the Agreement, and is exchanged only for the purpose of conducting a review or other duties outlined in a contract. Any beneficiary-specific information received by the Provider can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Provider is retained by the CTC. The Provider must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all federal and state laws (including the Health Insurance Portability and Accountability Act (HIPAA) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

9. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of nature, civil or military authority, acts of war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

10. EEO Compliance

The Provider shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

11. Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement

The Provider, without exception, shall indemnify and save harmless the CTC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Provider. The Provider has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Provider or is based solely and exclusively upon the CTC's alteration of the article. The CTC shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Provider full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Provider may, at its option and expense procure for the CTC the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the CTC agrees to return the article on request to the Provider and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the Provider uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Where activities supported by the Agreement resulting from this procurement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the CTC has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the CTC to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the state of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida Statutes, no person, firm, corporation, including parties to this Agreement shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The CTC shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Subcontracted Transportation Provider under any contract.

12. Applicable Laws and Regulations

The Provider agrees to comply with all applicable federal and state laws and regulations, including but not limited to:

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapters 409, Florida Statutes; 59G-4.330 Florida Administrative Code; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Chapter 427, Florida Statutes; 41-2, Florida Administrative Code; Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997. The Agreement may be subject to changes in federal and state law, rules or regulations.

13. State Ownership

The CTC shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Provider as a result of the Agreement.

14. Symbols, Emblems or Names in Reference to Medicaid

No person or program may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other words, letters, symbols or emblems the words "Medicaid," or "Agency for Health Care Administration," except as required by the Agreement, unless prior written approval is obtained from the CTC. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or CTC terms does not provide a defense. Each piece of mail or information constitutes a violation.

15. Audits/Monitoring Provisions

The CTC may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the CTC. The CTC may conduct a review of a sample of beneficiary and other Provider records to verify the quality of the Provider's services. Reasonable notice shall be provided for reviews conducted at the Provider's or place of business. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, accounting records, and internal quality control reviews. The Provider shall work with any reviewing entity selected by the state.

The CTC is permitted to monitor and review the transportation operations and services of the Provider, services that are under agreement with a provider, or subcontracted services to Medicaid beneficiaries.

This monitoring and review by said entities includes on-site visits and other monitoring methods to assure that the Provider is complying with the requirements of the contract.

These representatives shall also have access to all financial and statistical reports, supporting documents, and any other documents pertinent to this Agreement.

AGREEMENT #:_____

EXHIBIT B

METHOD OF COMPENSATION

For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the Provider shall be paid up to a maximum amount of $ 46,666.00 during the length of the contract. The Provider shall submit monthly invoices (3 copies) in a format acceptable to the CTC. The Provider will be paid, after the CTC has received payment from the Commission, in the amount of $3.00 per mile with a 5 mile minimum, $2.00 per mile for preauthorized out-of-county trips and a $3.00 flat rate for multiloading. Submittal of Encounter Data will be conducted weekly, and completed by the 3rd of the following month.

1. Project Cost:

The Provider shall request payment through submission of a properly completed invoice to the CTC's Transportation Director or its designee.

Monroe County Transportation:	$3.00 per mile/5 mile minimum $2.00 per mile for preauthorized out-of-county trips $3.00 flat rate per client per multiload
Total Amount not to Exceed	$ 46,666.00

AGREEMENT #:_____

ATTACHMENT 1

CERTIFICATION REGARDING COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)

The undersigned Provider certifies and agrees as to abide by the following:

1. Protected Health Information. For purposes of this Certification, Protected Health Information shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by the Provider from or on behalf of the Agency.

2. Limits on Use and Disclosure of Protected Health Information. The Provider shall not use or disclose Protected Health Information other than as permitted by this Agreement or by federal and state law. The Provider will use appropriate safeguards to prevent the use or disclosure of Protected Health Information for any purpose not in conformity with this Agreement and federal and state law. The Provider will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Agency. The Provider will report to the Agency, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Agreement of which the Provider is aware. A violation of this paragraph shall be a material violation of this Agreement.

3. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Provider is permitted to use and disclose Protected Health Information received from the Agency for the proper management and administration of the Provider or to carry out the legal responsibilities of the Provider, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Provider obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (1) the Protected Health Information will be held confidentially, (2) the Protected Health Information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Provider of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

4. Disclosure to Agents. The Provider agrees to enter into an agreement with any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Provider on behalf of, the Agency. Such agreement shall contain the same terms, conditions, and restrictions that apply to the Provider with respect to Protected Health Information.

5. Access to Information. The Provider shall make Protected Health Information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the Protected Health Information.

6. Amendment and Incorporation of Amendments. The Provider shall make Protected Health Information available for amendment and to incorporate any amendments to the Protected Health Information in accordance with 45 C.F.R. § 164.526.

7. Accounting for Disclosures. The Provider shall make Protected Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. The Provider shall document all disclosures of Protected Health Information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

8. Access to Books and Records. The Provider shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Provider on behalf of, the Agency to the Secretary of the Department of Health and Human Services or the Secretary's designee for purposes of determining compliance with the Department of Health and Human Services Privacy Regulations.

9. Termination. At the termination of this Agreement, the Provider shall return all Protected Health Information that the Provider still maintains in any form, including any copies or hybrid or merged databases made by the Provider; or with prior written approval of the Agency, the Protected Health Information may be destroyed by the Provider after its use. If the Protected Health Information is destroyed pursuant to the Agency's prior written approval, the Provider must provide a written confirmation of such destruction to the Agency. If return or destruction of the Protected Health Information is determined not feasible by the Agency, the Provider agrees to protect the Protected Health Information and treat it as strictly confidential.

CERTIFICATION

The Provider has caused this Certification to be signed and delivered by its duly authorized representative, as of the date set forth below.

_____
Subcontracted Transportation Provider

_____ _____
Signature Date

_____
Name and Title of Authorized Signer

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/05/03

AGREEMENT #:_____

ATTACHMENT 2

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1).

4. In the statement specified in subsection 1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

Authorized Signature Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/05/05

AGREEMENT #:_____

ATTACHMENT 3

FINANCIAL AND COMPLIANCE AUDIT

The Provider may be subject to audits and/or monitoring by the CTC.

1. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the CTC. In the event the CTC determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the CTC to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

2. AUDITS

PART I Federally Funded

This attachment is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

PART VI of this agreement indicates Federal resources awarded through the CTC. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the CTC. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

1. In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Provider expends less than $300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than $300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than Federal entities).

2. Information concerning this section can be found on the Federal Office of Management and Budget Web page at: http://www.whitehouse.gov/omb/index

PART II: State Funded

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Provider a total amount of State Financial Assistance (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $300,000 in any fiscal year of such Provider, the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for- profit organizations), Rules of the Auditor General. PART VI of this agreement indicates State Financial Assistance awarded through the CTC by this agreement. In determining the State Financial Assistance expended in its fiscal year, the Provider shall consider all sources of State Financial Assistance, including State Financial Assistance funds received from the CTC, other state agencies, and other non-state entities. State Financial Assistance does not include Federal direct or pass- –through awards and resources received by the non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97 (7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $300,000 in State Financial Assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than $300,000 in State Financial Assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources funds obtained from other than State entities).

3. Information concerning this section can be found on the State of Florida Web page at: http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/

PART III: Other Audit Requirements

1. 45 CFR, Part 74.26(d) extends OMB requirements, as stated in Part I above, to for-profit organizations.

PART IV: Report Submission

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to:

Guidance Clinic of the Middle Keys
Community Transportation Coordinator
3000 41st Street, Ocean
Marathon, FL 33050

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Provider shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the CTC.

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Provider directly to:

Guidance Clinic of the Middle Keys
Community Transportation Coordinator
3000 41st Street, Ocean
Marathon, FL 33050

Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the Provider directly to:

Guidance Clinic of the Middle Keys
Community Transportation Coordinator
3000 41st Street, Ocean
Marathon, FL 33050

Any reports, management letters, or other information required to be submitted to the CTC pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the CTC for audits done in accordance with OMB Circular A-133, or/and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit) organizations, Rules of the Auditor General, should indicate the date that the reporting package was delivered from the auditor to the Provider in correspondence accompanying the reporting package. This can be accomplished by providing the cover letter from the reporting package received from the auditor or a cover letter indicating the date the audit reporting package was received by the Provider.

PART V: Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the CTC or its designee access to such records upon request. The Provider shall ensure that audit working papers are made available to the CTC or its designee upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by the CTC.

NOTE: Section .400(d) of the OMB Circular A-133, as revised, and Section 215.97 (5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Part VI of this attachment be provided to the Provider organization if the Provider is determined to be a recipient. If Part VI is not included the Provider has not been determined to be a recipient as defined by the above referenced reverenced federal and state laws.

ATTACHMENT 3

GLOSSARY

ADA (Americans with Disabilities Act) -- Includes regulations for agencies and entities that provide services to persons with disabilities.

Business Day -- The business office must be open at a minimum between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Climate Control System -- The heating or air conditioning system of the vehicle in question.

CMS (Centers for Medicare and Medicaid Services) -- The organizational unit of DHHS responsible for administering Title XIX of the Social Security Act, which is Medicaid.

DHHS -- The United States Department of Health and Human Services.

Deliverable -- Each documentation, report, manual, and every other item that the Subcontracted Transportation Provider is required to produce under the terms and conditions of this Agreement.

Dependent -- An individual under the age of eighteen (18). A dependent may be a Medicaid recipient.

Dispatching -- The act of designating a specific vehicle and driver to pick-up and deliver a Medicaid recipient.

Eligible (Medicaid Eligible) -- A person who is determined to be eligible for Medicaid services by the Social Security Administration, or Department of Children and Families.

Emergency Care -- Care that is medically necessary as a result of a sudden onset of a medical condition manifesting itself by acute symptoms of such severity that the absence of immediate attention could reasonably be expected to result in serious dysfunction of any bodily part or death of the individual.

Encounter Data - Data on transportation services provided to Medicaid recipients.

Escort -- An individual whose presence is required to assist a recipient during transport and while at the place of treatment. Escorts cannot be charged any cost for transportation when accompanying a recipient requiring assistance.

EVS (Eligibility Verification System) -- A system for verifying recipient eligibility for Medicaid services, usually by direct, on-line computer hook-up.

Fixed Route – Service in which the vehicle(s) repeatedly follows a consistent time schedule and stopping points over the same route, whereby such schedule, route or service is not at the user's request.

Gatekeeping -- The verification that a caller is actually an eligible Medicaid recipient, that Medicaid transportation is needed, and the appropriate type of transportation needed.

Independent Contractor -- See transportation provider.

In State/Out-of-State Travel -- In-state travel refers to all NET services the Subcontracted Transportation Provider is responsible to assure delivery within the boundaries of the State of Florida and within a line

drawn outside the Florida border. Out-of-state travel refers to travel outside of the predetermined border limit.

Intake and Screening -- See Gatekeeping.

Medicaid ID Number -- A unique identification number assigned to each Medicaid recipient for eligibility card issuance and claims submittal purposes.

Medical Necessity -- Medicaid reimburses for transportation services if they do not duplicate another provider's services and are determined medically necessary by meeting all of the following criteria: Individualized, specific, consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the recipient's needs; not experimental or investigational; reflective of the level of services that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available statewide; and furnished in a manner not primarily intended for the convenience of the recipient, the recipient's caretaker, or the provider. The fact that a provider has prescribed, recommended, or approved medical or allied care, goods, or services does not, in itself, make such care, goods or services medically necessary or a covered service.

Medicare -- The federal medical assistance program that is described in Title XVIII of the Social Security Act. It is not the same as Medicaid.

Minibus -- A multiple passenger van, and also includes buses, sedans, and taxi.

Monitoring – The CTC shall monitor the Subcontracted Transportation Provider's performance of duties under this Agreement by a variety of methods. Satisfactory, quality performance is required.

NET (Non-Emergency Transportation) -- In accordance with federal regulations (42 CFR 431.53), the Non-Emergency Transportation (NET) program offers transportation services for Medicaid recipients who need to secure necessary medical care and have no other means of transportation.

NET Trip -- A one-way transportation service from the recipient's place of origin to the place where a covered medical service will be provided to that recipient or the reverse or from one covered medical service to another.

NF -- Nursing facility or nursing home.

Non-Emergency Transportation Services -- These are non-emergency transportation services provided to Medicaid recipients by Subcontracted Transportation Providers and transportation operators that provide recipients with access to necessary medical services when the recipients have no other personal transportation available.

Operational Procedures Manual -- A manual developed by the Subcontracted Transportation Provider that presents the procedures for scheduling, after-hours services, urgent care, driver customer service standards, record keeping requirements for drivers, etc.

Public Transportation -- City, county or municipal subway, bus, rail, and other transportation services available in a number of locations in Florida.

Recipient -- An individual eligible for medical assistance in accordance with the State's Medicaid program who has been certified as such by the Social Security Administration and the Department of Children and Families.

Recipient Appeal -- Recipients have the right to appeal when the Provider has denied or terminated or suspended NET services to them.

Recipient Residency -- The county or service area within which the Medicaid recipient is regularly domiciled.

Reservation -- The verification of a trip for a recipient at a specific time and place for pick-up and delivery to a specific destination.

Scheduling -- The process through which a Medicaid recipient contacts the Subcontracted Transportation Provider who assigns the trip to the most appropriate transportation provider. Normally, this must be done at least three (3) days before the NET service is required.

Scheduling Day/Hours -- Any day or time when the Subcontracted Transportation Provider is expected, under the terms of this Agreement, to have personnel available for scheduling NET services. Designated hours during which scheduling of appointments can be done is a mandated function of the Subcontracted Transportation Provider.

Service Agreement – An Agreement between a CTC and a subcontracted transportation provider for the delivery of transportation services.

Social Security Administration (SSA) -- The federal agency that determines eligibility for SSI, including Medicaid benefits.

State -- State of Florida.

State Medicaid Plan -- The comprehensive written commitment by a Medicaid agency, submitted under section 1903(a) of the Social Security Act, to administer or supervise the administration of a Medicaid program in accordance with federal and state requirements.

Stretcher (Non-emergency) Van -- An enclosed vehicle that accommodates a litter and is equipped with locking devices to secure the litter during transit. Recipients using this vehicle must be non-ambulatory and need the assistance in order to be transported to and from the vehicle and health care provider in a reclined position. No flashing lights, sirens or emergency equipment are required.

Subcontractor -- A person, company or organization the CTC enters into a Contract with to provide the services delivered under this Agreement

SSI (Supplemental Security Income) -- A type of cash assistance received by individuals determined eligible by the Social Security Administration. Medicaid benefits are included in the eligibility determination made by the Social Security Administration.

TTY (Text Telephony) -- A specially designed telephone device equipped with a keyboard and small screen, which allows two-way conversation. This service may also be available in software to modem personal computer compatibility.

Transportation Operator -- Those entities that own and operate vehicles engaged in the direct delivery of transportation and provide services to recipients through the scheduling of the Subcontracted Transportation Provider.

Transportation Service Agreement -- An agreement between the CTC and a transportation provider for the delivery of transportation services.

Urgent Care -- An unscheduled episodic situation in which there is no threat to life or limb but the recipient must be seen on the day of the request under currently accepted standards of care. Treatment cannot be put off until the next day. Hospital discharge shall also be considered as urgent care. This requirement shall also apply to appointments established by medical care providers allowing insufficient time for routine three (3) day scheduling. Valid requests for urgent care transport shall be acknowledged for scheduling within three (3) hours of the time the request is made.

Vehicle Identification Number (VIN) -- The unique number given to each vehicle produced by a manufacturer.

Vehicle Log -- A log which is kept by the vehicle driver that reports information on all trips with that vehicle: names of driver and recipients, times, pick-up and delivery points, and odometer readings.

Vendor -- An entity that is responsible for recruiting and contracting with transportation providers; payment administration; quality assurance of services; and administrative oversight and reporting.

Volunteer Transportation -- Transportation provided by individuals or agencies that receive no compensation or payment other than minimal reimbursement for mileage for the provision of these transportation services.

Wheelchair Van -- A van equipped with lifts and locking devices to safely secure a wheelchair while the van is in motion.

Work Day -- For purposes of establishing business hours and satisfying reporting requirements: a minimum of Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. with the exception of New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and the day after, and Christmas Day.